
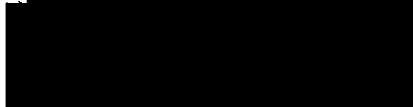
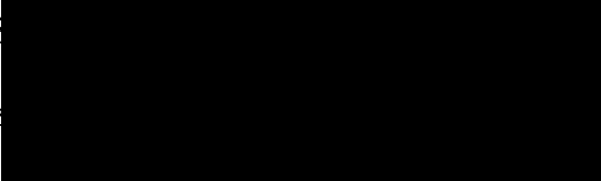
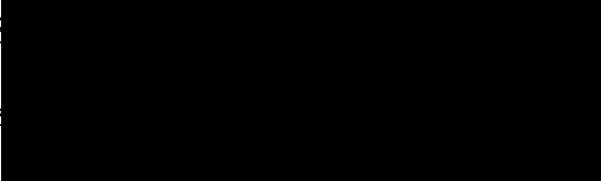


<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT No. <u>12</u>	DATE <b>JUL 30 2009</b>
	TO LEASE NO. GS-11B-01718	
ADDRESS OF PREMISES <b>ONE POTOMAC YARD</b> 2777 Crystal Drive Arlington, VA 22202		
<b>THIS AGREEMENT, made and entered into this date by and between POTOMAC YARD HOLDING COMPANY, LLC</b> whose address is: 2733 S. Crystal Drive, Suite 100 Arlington, VA 22202		
<b>Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</b>		
<b>WHEREAS, the parties hereto desire to amend the above Lease.</b>		
<b>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, upon execution by the Government as follows:</b>		
<p>1. <b>Establishment of One Operating Costs Base and One Annual Adjustment.</b> The operating cost base established in Paragraph 6.F of this Lease (\$1,916,861.52) has been amended in Supplemental Agreement Nos. 1, 4, 7, and 8 to include the additional services and maintenance acknowledged and agreed to by the parties to be paid by the Government as increased operating costs under this Lease. Prior to the effective date of this Supplemental Agreement, the Government has made multiple annual operating cost adjustments in accordance with SFO Section 3.4(G). Notwithstanding the provisions of SFO Section 3.4(G), however, the Lessor and the Government desire to establish that the amended operating cost base set forth herein shall be the base from which to make one (1) annual adjustment for increases in operating costs under SFO Section 3.4, effective with the adjustment that is to take effect on March 2, 2008. In consideration of the establishment of one base and one annual adjustment effective with the March 2, 2008 adjustment due under this Lease, the Government agrees to pay and the Lessor agrees to accept a one-time lump sum payment of <b>\$6,758.08</b>, which amount shall be in lieu of any additional operating cost adjustments that may be due to the Lessor under the terms of SFO Section 3.4(G) prior to March 2, 2008.</p>		
<p>2. <b>Amended Operating Cost Base.</b> Effective March 2, 2008, the operating cost base for calculating CPI adjustments for increases in operating costs under this Lease is hereby amended to <b>\$2,645,560.58</b> (\$7.14 per USF, plus \$164,062.50 for the extended HVAC usage as set forth in SLA No. 7, plus \$544,294.70 for the additional services and maintenance provided by the Lessor in accordance with SLA No. 8). This amended base shall be used to calculate the annual adjustment due on March 2, 2008, and thereafter shall be utilized to calculate all future adjustments as set forth in this Lease.</p>		
<b>All other terms and conditions of the base lease shall remain in full force and effect.</b>		
<b>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</b>		
Lessor: <b>POTOMAC YARD HOLDING COMPANY, LLC</b> BY  IN THE  AT 	<u>Managing Director</u> (Title)	<u>NY, NY</u> (Address)
BY 	<u>Contracting Officer, GSA, NCR</u> (Official Title)	